

EXHIBIT 4

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§
	§ Chapter 11
	§
SHERIDAN HOLDING COMPANY I, LLC, <i>et al.</i> , ¹	§ Case No. 20-31884 (DRJ)
	§
Reorganized Debtors.	§ (Jointly Administered)
	§

DECLARATION OF CHARLES M. RUBIO

I, Charles M. Rubio, makes this declaration under 28 U.S.C. § 1746:

1. I am a partner at the firm of Diamond McCarthy LLP (“Diamond McCarthy”), a law firm with offices in Houston and Dallas, Texas; New York, New York; and Los Angeles and San Francisco, California. I have been duly admitted to practice in, and am a member in good standing of, the bars of the States of Texas and New York as well as the United States District Courts and Bankruptcy Courts for the Southern, Northern, Eastern and Western Districts of Texas and the Southern District of New York.

2. I have read the *Class Representatives’ and Settlement Class Counsel’s Motion For Approval of: (I)) Administration Expenses; (II) Class Counsel Fees And Expenses; and (III) Class Representatives Fee* (the “Fees and Expenses Motion”).² To the

¹ The Reorganized Debtors in these chapter 11 cases, along with the last four digits of each Reorganized Debtor’s federal tax identification number, include: Sheridan Holding Company I, LLC (7648); Sheridan Investment Partners I, LLC (8607); Sheridan Production Partners I, LLC (8094); Sheridan Production Partners I-A, L.P. (8100); Sheridan Production Partners I-B, L.P. (8104); Sheridan Production Partners I-M, L.P. (8106); and SPP I-B GP, LLC (8092). The location of the Reorganized Debtors’ service address is: 1360 Post Oak Blvd., Suite 2500, Houston, Texas 77056. “Debtors” refers to these same entities before the Effective Date of the *Amended Joint Prepackaged Plan of Reorganization of Sheridan Holding Company I, LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [ECF No. 11] (the “Plan”).

² Capitalized terms used but not defined herein have the meanings assigned to such terms in the Fees and Expenses Motion.

best of my knowledge, information and belief, the statements in the Fees and Expenses Motion are true and correct.

3. I submit this Declaration to provide the Court with information on the retention of Diamond McCarthy by Class Counsel and the proposed compensation procedures set forth in the Fees and Expenses Motion.

4. On or about February 3, 2020, Sharp Barton LLP k/n/a Sharp Law LLP ("Sharp Law"), one of the Class Counsel, retained Diamond McCarthy to serve as bankruptcy counsel to represent the Settlement Class in connection with the anticipated bankruptcy filing of the Debtors. The scope of the engagement includes: (i) working on the Settlement Agreement between the Settlement Class, on the one hand, and the Debtors and Sheridan Production Company, LLC ("SPC"), on the other hand, (ii) advising Sharp Law how to implement the settlement agreement in the Debtor's bankruptcy case (the "Bankruptcy Case"), (iii) representing the Settlement Class in hearings in the Bankruptcy Court related to the Settlement Agreement, and (iv) other matters related to the Bankruptcy Case that Sharp Law may request from time to time.

5. My hourly bill rate is \$550.00 and the hourly rates for associate attorneys and paralegals of Diamond McCarthy are between \$295.00 to \$395.00 and \$145.00 to \$220.00, respectively. These rates are subject to increase from time to time, usually at the beginning of the calendar year. I agreed to provide Sharp Law 30-days' written notice prior to any changes in these rates. I do not anticipate any changes to these billing rates during the pendency of the engagement.

6. On or about March 12, 2020, Diamond McCarthy and SPC entered into a certain fee payment letter agreement, a copy of which is attached hereto as Exhibit A (the

“Fee Payment Letter”). Pursuant to the Fee Payment Letter, SPC agreed to provide Diamond McCarthy a retainer of \$50,000 to be used to pay reasonable and documented fees and out-of-pocket expenses incurred in connection with the representation of the Settlement Class. SPC and Diamond McCarthy acknowledged that to the extent the amount of Diamond McCarthy’s statements exceeded the Retainer balance then such expense shall, subject to Bankruptcy Court approval, constitute an Administration Expense, as such term is defined in the Settlement Agreement.

7. Pursuant to the Fee Payment Letter, I prepared and transmitted fee statements to SPC for reasonable and documented fees and out-of-pocket expenses incurred in connection with the representation of the Settlement Class. I transmitted a fee statement letter for the period through and including March 31, 2020, a copy of which is attached hereto as Exhibit B, and a fee statement letter for the period through April 30, 2020, a copy of which is attached hereto as Exhibit C. The fee statement letters include fee statements with details of the reasonable and documented fees and out-of-pocket expenses incurred during such periods.

8. As of April 30, 2020, Diamond McCarthy incurred 78.3 hours of attorney and paralegal time in connection with this engagement for a total of \$39,034.50 in fees. As of April 30, 2020, Diamond McCarthy has not incurred any out-of-pocket expense in connection with this engagement.

9. I was involved in the negotiations of the Settlement Agreement, the motion for preliminary approval of the Settlement Agreement and the ancillary documents attached thereto.

10. With respect to compensation of bankruptcy counsel for the Settlement Class, the Settlement Agreement provides that the Administration Expenses, includes, among other things, the “[f]ees and expenses of bankruptcy counsel to represent the Settlement Class hired by Settlement Class Counsel with hourly fees and expenses presented at the Settlement Fairness Hearing.” Settlement Agreement, § 1.1.

11. I advised Class Counsel in connection with the preparation and implementation of the Notices of Rule 2004 Examinations on the successor third-party operators to obtain volumetric data and revenue paydecks that will be used for the implementation of the Settlement Agreement. In connection with these Notices of Rule 2004 Examination, I conferred with three of the representatives of the third-party operators.

12. I was also involved in the preparation of the Fees and Expenses Motion. I believe that the requested relief in the Fees and Expenses Motion establishes a fair and reasonable procedure for the payment of the fees and expenses of bankruptcy counsel to represent the Settlement Class that is consistent with the terms of the Settlement Agreement and the Fee Payment Letter.

13. I anticipate continuing to expend time and resources on this engagement until the Settlement Agreement is fully implemented.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed on May 15, 2020



Charles M. Rubio

**DIAMOND MCCARTHY** LLP
Attorneys & Counselors

295 Madison Avenue, 27th Floor | New York, NY 10017 | Phone: 212.430.5400 | Fax: 212.430.4599

CHARLES M. RUBIO | PARTNER
CRUBIO@DIAMONDMCCARTHY.COM
P. 212.430.5438
F. 212.430.5499

March 12, 2020

Sheridan Holding Company I, LLC
1360 Post Oak Blvd. Suite 2500
Houston, TX 77056
Attn: Cheryl S. Phillips

Re: Sheridan Holding Company I, LLC and Affiliates

As you know, Diamond McCarthy LLP ("Diamond McCarthy") has been retained by Sharp Barton LLP to serve as bankruptcy counsel for a proposed class of royalty owners (the "Proposed Class") who received or who were entitled to receive royalty payments from Sheridan Production Company, LLC ("SPC") and who have alleged claims against SPC and certain affiliates of SPC attributable to production from Oklahoma wells that are or have been operated (or marketed and directly paid to royalty owners) by SPC and produced gas (such as residue gas, natural gas liquids, or helium). Sheridan Holding Company I, LLC and certain of its affiliates (collectively, the "Company") are anticipating filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532. Diamond McCarthy has agreed to represent the Proposed Class as bankruptcy counsel in connection with the potential settlement of alleged claims of the Proposed Class against Sheridan Production Company, LLC, Sheridan Production Partners I-M, L.P., Sheridan Production Partners I-A, L.P., and Sheridan Holding Company I, LLC.

This letter agreement (the "Agreement") contains the basic terms and conditions relating to the agreement of the Company to pay Diamond McCarthy's reasonable and documented fees and out-of-pocket expenses in connection with its representation of the Proposed Class.

Within three (3) business days after the execution of this Agreement, SPC shall pay, via wire transfer, to Diamond McCarthy, \$50,000, representing the amount to be held as a retainer (the "Retainer") for Diamond McCarthy's reasonable and documented fees and out-of-pocket expenses incurred in connection with its representation of the Proposed Class, subject to the terms hereof.

We hereby advise you that our wire transfer instructions are as follows:

TO: ZB, National Association
dba AmegyBank of Texas
Houston, TX 77002
ABA Number 113011258
(For international transfers: *SWIFT NUMBER*
ZFNBUS55)

FOR THE BENEFIT OF: Diamond McCarthy LLP
IOLTA Client Trust Account
Two Houston Center
909 Fannin; 37th Floor
Houston, TX 77010
Account Number 5794802347

Houston | New York | Dallas | San Francisco | Los Angeles
www.diamondmccarthy.com

Sheridan Holding Company I, LLC
March 12, 2020
Page 2 of 4

Fees and Expenses

Diamond McCarthy shall provide summary statements to the Company for its reasonable services rendered to, and reasonable and documented expenses incurred on behalf of, the Proposed Class every month, or as more frequently as Diamond McCarthy reasonably determines to be necessary. Such summary statements will set forth the number of hours and the applicable rates for Diamond McCarthy's professionals and paraprofessionals during the relevant period and will provide generalized summaries containing a reasonable amount of detail describing the work performed by Diamond McCarthy in representing the Proposed Class during the period covered by the statement. The Company acknowledges that Diamond McCarthy has no obligation to include information that would be otherwise protected by the attorney-client privilege.

The Company hereby authorizes Diamond McCarthy to debit the Retainer not less than seven (7) calendar days after delivery of a statement to the Company. To the extent that the amount of our statement is more than the Retainer balance, subject to Bankruptcy Court approval, such amount shall constitute an Administration Expense as such term is defined in the proposed Settlement Agreement between the Sheridan Production Company, LLC, Sheridan Production Partners I-M, L.P., Sheridan Production Partners I-A, L.P., Sheridan Holding Company I, LLC and the class representatives for the Proposed Class.

For the avoidance of doubt, in the event any payment or transfer required to be made under this Agreement shall fall on a Saturday or Sunday, such payment or transfer shall be made on the immediately following business day.

Currently, my billing rate is \$550 an hour. The billing rates of Diamond McCarthy's professionals and paraprofessionals that may work on the matter subject to this Agreement range between \$295 and \$395 an hour for associate attorneys and from \$145 to \$220 an hour for paralegals, depending on the level of seniority and expertise of the particular attorney or paralegal involved. We will notify the Company of changes in billing rates within seven (7) calendar days of such change. Upon request, we will send the Company a schedule of our hourly billing rates.

No Duty to the Company

The Company acknowledges that nothing in this letter or the transactions contemplated hereby or any other fact relating to this Agreement (i) creates an express or implied attorney-client or agency relationship between Diamond McCarthy and the Company or any of its affiliates, employees, or agents, (ii) except as expressly set forth herein with respect to the Retainer and the provision of billing statements, otherwise imposes an obligation or duty upon Diamond McCarthy in favor of the Company or any of its affiliates, employees, or agents, or (iii) constitutes a waiver of any privilege, including, without limitation, the attorney-client privilege and the attorney work-product privilege, that may otherwise exist. Notwithstanding the Company's obligations herein, Diamond McCarthy's duties run solely to the Proposed Class.

Sheridan Holding Company I, LLC
March 12, 2020
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Termination

This Agreement is terminable by Diamond McCarthy or by the Company at any time upon at least two (2) business days' written notice to the non-terminating party. If this Agreement is terminated for any reason, Diamond McCarthy shall deliver to the Company on or before the thirtieth (30th) calendar day after the date of such termination a full and final statement of (the "Final Statement") of services rendered and expenses incurred on behalf of the Proposed Class through the date of termination. Within ten (10) business days of delivery of the Final Statement to the Company, Diamond McCarthy shall return any unused portion of the Retainer to the Company following the application of the Retainer to pay any and all accrued and unpaid fees and expenses.

Governing Law

The laws of the State of New York shall govern the validity, construction, enforcement, and interpretation of this Agreement, without giving effect to the principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction. This Agreement (i) contains the entire agreement between the Company and Diamond McCarthy regarding the matters described herein and the fees, charges, and expenses to be paid relative thereto and (ii) supersedes all prior oral or written agreements in respect thereof. This Agreement may only be amended in writing by the Company and Diamond McCarthy.

This Agreement may be executed on facsimile copies and in counterparts, and such counterparts and this letter shall constitute one agreement upon delivery of the executed signature pages to the parties hereto.

If the terms of the agreement outlined in this letter meet with your approval, we would appreciate your indicating agreement on behalf of the Company by countersigning below and returning the executed signature page to us. Kindly call us if you have any questions or comments regarding this matter.

Very truly yours,




Charles M. Rubio

CC: Rachael Marie Bazinski (rachael.bazinski@kirkland.com)

Sheridan Holding Company I, LLC
March 12, 2020
Page 4 of 4

AGREED TO AND ACCEPTED
this ____ day of March, 2020

SHERIDAN HOLDING COMPANY I, LLC

By: 
Cheryl S. Phillips
Title: Vice President and General Counsel



DIAMOND MCCARTHY LLP
Attorneys & Counselors

295 Madison Avenue, 27th Floor | New York, NY 10017 | Phone: 212.430.5400 | Fax: 212.430.4599

CHARLES M. RUBIO | PARTNER
CRUBIO@DIAMONDMCCARTHY.COM
P. 212.430.5438
F. 212.430.5499

April 16, 2020

Sheridan Production Company, LLC
1360 Post Oak Blvd. Suite 2500
Houston, TX 77056
Attn: Cheryl S. Phillips

Re: Sheridan Holding Company I, LLC and Affiliates

Dear Ms. Phillips:

Reference is made to that certain letter agreement, dated March 12, 2020 (the “Fee Letter”),¹ by and between Sheridan Production Company, LLC (“SPC”) and Diamond McCarthy LLP (“Diamond McCarthy”) with respect to Diamond McCarthy’s retention by Sharp Barton LLP to serve as bankruptcy counsel for a settlement class of royalty owners (the “Proposed Class”) who received or who were entitled to receive royalty payments from SPC.

Pursuant to the Fee Letter, Diamond McCarthy shall provide summary statements to the Company for its reasonable services rendered to, and reasonable and documented expenses incurred on behalf of, the Proposed Class every month, or as more frequently as Diamond McCarthy may reasonably determine to be necessary.

Enclosed herewith is a statement for services provided to the Proposed Class through March 31, 2020. Pursuant to the Fee Letter, Diamond McCarthy may debit the Retainer provided by SPC not less than seven (7) calendar days after delivery of the Summary Statement.

Call me if you have any questions or comments regarding this matter.

Diamond McCarthy LLP

Charles Rubio, Partner

Enclosure

CC: Rachael Marie Bazinski (rachael.bazinski@kirkland.com)
Rex A. Sharp (rex@sharpbarton.com)
Barbara Frankland (barbara@sharpbarton.com)

¹ Capitalized terms used but not defined herein have the meanings assigned to such terms in the Fee Letter.



Fed. Tax I.D. #76-0631446

Rex A. Sharp
Sharp Barton LLP
5301 West 75th Street
Prairie Village, KS 66208

Invoice 34432
April 15, 2020

ID: 1249-00013 - CMR

Re: Sheridan Fund I

For Services Rendered Through 3/31/2020

Current Fees	31,812.00	
Total Current Charges		31,812.00
Total Due		31,812.00

Diamond McCarthy LLP

Rex A. Sharp
I.D. 1249-00013 - CMR
Re: Sheridan Fund I

April 15, 2020
Invoice 34432
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Fee Recap

		Hours	Rate/Hour	Amount
Charles M. Rubio	Partner	56.60	550.00	31,130.00
Catherine A. Burrow	Paralegal	3.10	220.00	682.00
Totals		59.70		31,812.00

Fees

Date	Atty	Description	Hours	Rate	Amount
01/30/20	CMR	Prepare for and attend call with B. Frankland regarding Sheridan settlement.	1.10	550.00	605.00
01/31/20	CMR	Review next steps email from B. Frankland.	0.10	550.00	55.00
02/03/20	CMR	Review Sections VI and IX of the Settlement Agreement and provide comments to R. Sharp and B. Frankland.	0.60	550.00	330.00
02/04/20	CMR	Provide comments to form of settlement agreement and send to B. Frankland and R. Sharp.	3.60	550.00	1,980.00
02/05/20	CMR	Call with Barbara Frankland regarding the settlement, prepare revised proposed language regarding payment of counsel fees if termination, and address multiple emails with R. Sharp and B. Frankland regarding same.	1.00	550.00	550.00
02/06/20	CMR	Prepare for and attend all hands call regarding settlement, address follow up items in connection with same.	1.30	550.00	715.00
02/07/20	CMR	Calls with B. Frankland and R. Bazinski regarding fees.	0.80	550.00	440.00
02/10/20	CMR	Review draft pleadings in connection with the Sheridan matter and follow up with B. Frankland regarding same.	1.20	550.00	660.00
02/12/20	CMR	Review background materials in preparation for call with B. Frankland.	1.20	550.00	660.00
02/13/20	CMR	Prepare for and attend call with B. Frankland.	1.20	550.00	660.00
02/17/20	CMR	Prepare comments to the draft settlement agreement and preliminary approval order and circulate to B. Frankland, address comments from B. Frankland, prepare final versions and send to Debtor's counsel.	3.20	550.00	1,760.00
02/18/20	CMR	Prepare for and attend all hands call for Sheridan matter; research class proof of claim issue and follow up with B. Frankland regarding same.	2.20	550.00	1,210.00
02/20/20	CMR	Call with B. Frankland regarding the settlement documents and email R. Bazinski regarding same.	0.50	550.00	275.00
02/21/20	CMR	Call with R. Bazinski regarding settlement and fee letter and follow up with B. Frankland regarding same.	1.00	550.00	550.00
02/24/20	CMR	All hands call to discuss status of settlement agreement and related matters, follow up call with B. Frankland regarding preliminary approval order.	1.50	550.00	825.00
02/25/20	CMR	Review precedent materials to determine procedure for applying	0.70	550.00	385.00

Diamond McCarthy LLP

Rex A. Sharp	April 15, 2020
I.D. 1249-00013 - CMR	Invoice 34432
Re: Sheridan Fund I	Page 3

Date	Atty	Description	Hours	Rate	Amount
		for class counsel fees in the bankruptcy court.			
02/27/20	CMR	Review revised draft of preliminary approval order and draft of judgment.	0.50	550.00	275.00
02/28/20	CMR	Prepare for and attend all hands call, address receipt of plan documents and send to B. Frankland and R. Sharp.	2.20	550.00	1,210.00
03/01/20	CMR	Review and make comments to chapter 11 plan and disclosure statement.	1.50	550.00	825.00
03/02/20	CMR	Continue to review plan documents.	0.80	550.00	440.00
03/03/20	CMR	Continue to review plan documents, call with B. Frankland regarding same, call with Rachael Bazinski regarding plan terms, follow up call with B. Frankland.	2.00	550.00	1,100.00
03/04/20	CMR	Prepare mark up of Settlement Agreement that includes comments regarding stay of the class lawsuit, research motion to shorten notice, prepare email to B. Frankland regarding same, review and provide comments to the draft preliminary approval order and the draft judgment.	4.20	550.00	2,310.00
03/05/20	CMR	All hands call for the Sheridan matter; review plan terms regarding post-effective date management; follow up with Barbara Frankland.	2.80	550.00	1,540.00
03/09/20	CMR	Prepare comments to judgment and send to B. Frankland; review revisions to preliminary approval order.	1.40	550.00	770.00
03/10/20	CMR	Review and mark up draft settlement agreement.	2.40	550.00	1,320.00
03/12/20	CMR	Prepare for and attend all hands call to discuss status of documents, work on fee letter and multiple emails with Rachael Bazinski regarding same.	1.80	550.00	990.00
03/13/20	CMR	Prepare for and attend all hands call to review drafts of joint motion, settlement agreement and exhibits, discuss opt out and release language with Barbara Frankland, review language and follow up regarding same.	1.80	550.00	990.00
03/16/20	CMR	All hands call to discuss status of the documents and schedule next call.	0.40	550.00	220.00
03/16/20	CMR	Review and revise Rex Sharp declaration and stipulation and order administratively closing class lawsuits.	0.60	550.00	330.00
03/17/20	CMR	All hands call to discuss status of settlement documents; follow up call with Barbara Frankland to discuss attendance at first day hearing and discovery requests.	1.00	550.00	550.00
03/18/20	CMR	Call with Barbara Frankland regarding status of documents; review drafts and provide comments.	0.80	550.00	440.00
03/20/20	CMR	Calls with B. Frankland to discuss next steps in connection with filing, work on collecting signature pages and pro hac vice motions.	0.80	550.00	440.00
03/22/20	CMR	Review and provide comments to Jennifer M. Koegh (JND) declaration.	0.70	550.00	385.00
03/23/20	CMR	Work on finalizing pleadings for filing, multiple emails with B. Frankland and C. Burrow to address same, call with Rachael	1.60	550.00	880.00

Diamond McCarthy LLP

Rex A. Sharp
I.D. 1249-00013 - CMR
Re: Sheridan Fund I

April 15, 2020
Invoice 34432
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Date	Atty	Description	Hours	Rate	Amount
		Bazinski to discuss timing for filing and call with B. Frankland regarding same, emails with C. Burrow to finalize the documents for filing.			
03/23/20	CAB	Revise and finalize pro hac motions for all attorneys; file same with court; finalize and file declarations in support of motion to approve settlement; prepare, finalize and file notice of appearance on behalf of settlement class.	2.80	220.00	616.00
03/24/20	CMR	Prepare for and attend first day hearing for Sheridan; follow up calls with Rachael Bazinski and Barbara Frankland regarding scheduling hearing for preliminary approval.	1.20	550.00	660.00
03/25/20	CMR	Calls with Rachael Bazinski and Barbara Frankland to prepare for hearing, address scheduling conflict for preliminary approval hearing..	1.50	550.00	825.00
03/25/20	CAB	File motion to appear pro hac vice for B. Frankland.	0.30	220.00	66.00
03/26/20	CMR	Prepare for and attend call to prepare for preliminary approval hearing, follow up call with B. Frankland, pull profer example and send to B. Frankland.	1.10	550.00	605.00
03/30/20	CMR	Call with Kirkland attorneys to prepare for hearing, follow up call with B. Frankland regarding same, email to class counsel to prepare for hearing on preliminary approval, review Keough profer; prepare for preliminary approval hearing.	2.50	550.00	1,375.00
03/31/20	CMR	Prepare for and attend hearing to consider preliminary approval, research examples of forms of pleading for the approval of class counsel fees in bankruptcy court.	1.80	550.00	990.00
Total Fees			59.70		31,812.00

Diamond McCarthy LLP

Rex A. Sharp
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Total Fees and Disbursements	31,812.00
Total Current Charges	31,812.00

The above amount may not include third party expenses for which we have not yet been billed.
REMITTANCE WITHIN 20 DAYS IS APPRECIATED



May 12, 2020

Sent via email

Matthew R. Heintz
Vice President and General Counsel
Sheridan Production
1360 Post Oak Boulevard, Suite 2500
Houston, Texas 77056
Email: mheintz@sheridanproduction.com

Re: Sheridan Holding Company I, LLC and Affiliates

Dear Mr. Heintz:

Reference is made to that certain letter agreement, dated March 12, 2020 (the "Fee Letter"),¹ by and between Sheridan Production Company, LLC ("SPC") and Diamond McCarthy LLP ("Diamond McCarthy") with respect to Diamond McCarthy's retention by Sharp Barton LLP to serve as bankruptcy counsel for a settlement class of royalty owners (the "Proposed Class") who received or who were entitled to receive royalty payments from SPC.

Pursuant to the Fee Letter, Diamond McCarthy shall provide summary statements to the Company for its reasonable services rendered to, and reasonable and documented expenses incurred on behalf of, the Proposed Class every month, or as more frequently as Diamond McCarthy may reasonably determine to be necessary.

Enclosed herewith is a statement for services provided to the Proposed Class through April 30, 2020. Pursuant to the Fee Letter, Diamond McCarthy may debit the Retainer provided by SPC not less than seven (7) calendar days after delivery of the Summary Statement.

Call me if you have any questions or comments regarding this matter.

Diamond McCarthy LLP

Charles Rubio, Partner

Enclosure

CC: Rachael Marie Bazinski (rachael.bazinski@kirkland.com)
Rex A. Sharp (rsharp@midwest-law.com)
Barbara Frankland (bfrankland@midwest-law.com)

¹ Capitalized terms used but not defined herein have the meanings assigned to such terms in the Fee Letter.



DIAMOND McCARTHY_{LLP}

**700 S. Lavaca Street
Austin, TX**

Fed. Tax I.D. #76-0631446

Rex A. Sharp
Sharp Law, LLP
5301 West 75th Street
Prairie Village, KS 66208

Invoice 34585
May 12, 2020

ID: 1249-00013 - CMR

Re: Sheridan Fund I

For Services Rendered Through 4/30/2020

Previous Balance		31,812.00
Advanced Deposit Applied		-31,812.00
Balance Forward		0.00
Current Fees	7,222.50	
Total Current Charges		7,222.50
Total Due		7,222.50
Trust Balance	23,188.00	

Diamond McCarthy LLP

Rex A. Sharp	May 12, 2020
I.D. 1249-00013 - CMR	Invoice 34585
Re: Sheridan Fund I	Page 2

Fee Recap				
		Hours	Rate/Hour	Amount
Charles M. Rubio	Partner	10.60	550.00	5,830.00
Catherine A. Burrow	Paralegal	3.10	220.00	682.00
Sandra D. Hancock	Paralegal	4.90	145.00	710.50
Totals		18.60		7,222.50

Fees					
Date	Atty	Description	Hours	Rate	Amount
04/07/20	CMR	Email to B. Frankland regarding recommendation for discovery requests.	0.50	550.00	275.00
04/08/20	CMR	Work on preparing form 2004 examination notice.	1.50	550.00	825.00
04/08/20	CAB	Prepare draft notice of Rule 2004 examination to third parties and forward to C. Rubio.	0.70	220.00	154.00
04/13/20	CMR	Provide comments to certificate of conference for rule 2004 examination notice.	0.40	550.00	220.00
04/15/20	CAB	Extended telephone conference with C. Rubio regarding Rule 2004 notices and subpoenas; assemble and forward information requested related to same.	0.50	220.00	110.00
04/16/20	CMR	Emails with B. Frankland, S. Hancock and C. Burrow to prepare 2004 notices.	0.50	550.00	275.00
04/17/20	SDH	Draft subpoena and edit form notice of 2004 examination for Revolution Resources, LLC in preparation and file same; file notice of change of address for Sharp Law firm.	0.50	145.00	72.50
04/17/20	CMR	Work on preparing 2004 examination notice and attachments and address multiple emails with B. Frankland regarding same.	1.80	550.00	990.00
04/20/20	SDH	Draft subpoena and edit notice of 2004 examination for Continental Resources, LLC, Camino Natural Resources, LLC, Snyder Partners, and P.O. & G Operating LLC in preparation for filing and service of same.	0.80	145.00	116.00
04/20/20	CMR	Work on preparing 2004 notices and multiple emails with Sandra Hancock, Barbara Frankland, Allan DeVore and Jandra Cox, calls and emails with Liberty Operating, Snyder Partners, and Trueblood Resources.	1.80	550.00	990.00
04/21/20	SDH	Prepare subpoenas for and update form notice of rule 2004 examination for Continental Resources, Inc., OEX-1, LLC, P.O. & G. Operating, LLC, Snyder Partners, and Fullspike Energy, LLC; serve form notice of 2004 examination for Snyder Partners.	1.60	145.00	232.00
04/21/20	CMR	Work on preparing and filing 2004 exams, try to complete conferences in connection with same.	1.70	550.00	935.00
04/22/20	SDH	Prepare subpoenas for and update form notice of rule 2004 examination for Liberty Operating, Inc., Trueblood Resources,	2.00	145.00	290.00

Diamond McCarthy LLP

Rex A. Sharp
 I.D. 1249-00013 - CMR
 Re: Sheridan Fund I

May 12, 2020
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Date	Atty	Description	Hours	Rate	Amount
		Inc., Camino Natural Resources, LLC, Casillas Operating, LLC, Echo E&P, and LLC, Iron Star Energy, LLC; serve form notice of 2004 examination for Liberty Operating, Inc. and Trueblood Resources, Inc.			
04/22/20	CMR	Work on filing 2004 exam notices and communications in connection with same.	0.80	550.00	440.00
04/22/20	CAB	Assemble and forward information requested regarding Judge Jones's procedures for fee applications to B. Frankland and C. Rubio.	0.40	220.00	88.00
04/23/20	CMR	Multiple emails with T. Grdina regarding responses to 2004 discovery request, work on finalizing and sending 2004 discovery requests on Liberty, Trueblood and Snyder.	1.00	550.00	550.00
04/23/20	CAB	Assemble and forward Rule 2004 subpoenas for production for Trueblood Resources and Liberty Operating to process server with instructions for service of same.	0.50	220.00	110.00
04/24/20	CAB	Prepare and forward Rule 2004 subpoena materials to process server with instructions for service on Snyder Partners.	0.50	220.00	110.00
04/28/20	CMR	Confer with R. Sharp and B. Frankland regarding fee application.	0.40	550.00	220.00
04/29/20	CAB	Communication with process server regarding inability to serve Snyder Partners' Rule 2004 subpoena and request for additional instructions; email exchange with C. Rubio regarding same.	0.30	220.00	66.00
04/30/20	CMR	Address Trueblood (delivered) and Snyder Partners.	0.20	550.00	110.00
04/30/20	CAB	Communications with process server to cancel attempts to serve Trueblood Services following receipt of confirmation for receipt of documents from B. Frankland.	0.20	220.00	44.00
Total Fees			18.60		7,222.50

Diamond McCarthy LLP

Rex A. Sharp
I.D. 1249-00013 - CMR
Re: Sheridan Fund I

May 12, 2020
Invoice 34585
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Total Fees and Disbursements	7,222.50
Total Current Charges	7,222.50

The above amount may not include third party expenses for which we have not yet been billed.

REMITTANCE WITHIN 20 DAYS IS APPRECIATED